ORDER FOR SUPPLIES OR SERVICES									Page 1	Of 12					
				T										5. Prio	ority
1. Contract/Purch 2. Delivery Order/Agreement No.			2. Delivery	Order/Ca				te Of Order/Call YMMMDD)		4. Requisition/Purch Reque		equest N	lo.		
DAAI	E20-02	P-032	9				2002MAY15		SEE SCHEDULE			D	OA5		
6. Issued		W TOTA	NID	Co	de W521	н09				S2305	8. Deli	very FOB			
TACOM-ROCK ISLAND AMSTA-LC-CAC-B					DCMA DETROIT US ARMY TANK & AUTOMOTIVE COMMAND										
CONNIE TOPP (309)782-2222 ROCK ISLAND IL 61299-7630					(TACOL	M) DCMAE-	GJD					estination			
					WARREN MI 48397-5000					ther					
EMA:	IL: TO	PPC@RI	A.ARMY.MI					SCD A PAS NONE ADP PT HQO					(chedule if other)	
9. Contr	actor			Code	7W356		Facility 10. Deliver To FOB Point By (Date) (YYYMMMDD)			te)	11. X I	f Business Is			
	• GI	ENERAL	DYNAMICS	LAND SYSTE	MS INC			•		(111	I IVIIV	IMIDD)			mall
			UND ROAD						-			HEDULE			mall
Name and	S	TERLING	HEIGHTS	MI 48	310-3268					12. Disc	ount '	Terms			sadvantaged
Address														L V	Voman-Owned
	•	PE BUS	TNESS: La	rge Busine	ss Perfo	rmina	in II	• S		10.37.0				. Con Plant	- 15
14. Ship			111200 10		de				Will Be M		l Invo	oices To the Address Code	HQ033		Mark all
-	SCHEI	ULE		Co	ue		15. Га	-	COLUMBUS	-		Code	110033		Packages and
									ENTITLE X 182266		ERAT:	IONS			Papers with
									BUS OH		2266				Identification Numbers in
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16. Type	Type Delivery/ above numbered contract.							ons of							
of Order	Call		D 6		ο, Γ	—	7 ***	0 4 4				D / 1			
furnish the following on terms specified herein.															
Purchase X Acceptance. The Contractor Hereby Accepts The Offer Represented By The Numbered Purchase Order As It May															
Previously Have Been Or Is Now Modified, Subj Perform The Same.					Subject	t To All O	f The Tei	rms A	and Conditions Set F	orth, Ar	nd Agrees To	1			
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				PRIATION					CHEDULE	ber or co	pics.				
18. Item		19. Scl	nedule Of S	upplies/Servi			20.	Quanti		21. Uni	it	22. Unit Price	23	3. Amount	
		CONTRA	CHEDULE ACT TYPE: n-Fixed-Pi	ciao				Ordere Accepte							
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If differ	ent, en	ter actua	al quantity	•	By: DAVE	ELLI	Contracting/Ordering Officer @RIA.ARMY.MIL (309)782-3814				er I	Differences			
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30. 1 cer	ury thi	s accour	it is correct	and proper	or payme	III				mplete			-	DILL COT	• %T
									Pa	rtial			35	35. Bill Of Lading No.	
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37. Rece	ived A	ι	38. Rec	eived By	39.1	Jate R	eceived	1	tainers	n C011-	41.	S/R Account Number	er 42	42. S/R Voucher No.	
DD Form 1155, Jan 1998 P						Pre	vious ec	l dition may	v be used						

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-02-P-0329

MOD/AMD

Page 2 of 12

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC

SUPPLEMENTAL INFORMATION

FOB, Inspection and Acceptance hall be at Origin- Lima Army Tank Plant -140 DAYS AFTER RECEIPT OF ORDER-GDLS PROPOSAL NUMBER N-1061

*** END OF NARRATIVE A 001 ***

For Local Clauses See: https://aais.ria.army.mil

Regulatory Cite _____ Title ____ Date

1 HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES JU

- (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.
- (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.
- (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

2 52.201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI

APR/2002

- a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.
 - b. If you think that this solicitation:
 - 1. has inappropriate requirements; or
 - 2. needs streamlining; or
 - 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
AMSTA-AQ-AR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3224
Electronic Mail Address: ombudsman@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
 - (1) TACOM-RI solicitation number;
 - (2) Name of PCO;
 - (3) Problem description;
 - (4) Summary of your discussions with the buyer/PCO.

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-02-P-0329

MOD/AMD

Page 3 of 12

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC

(End of clause)

(AS7006)

3 52.210-4516

COMMERCIAL EQUIVALENT ITEM(S)

JUN/1998

TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

4 52.233-4503

AMC-LEVEL PROTEST PROGRAM

JUN/1998

TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 5001 Eisenhower Avenue Alexandria. VA 22333-0001

Facsimile number (703) 617-4999/5680 Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/cc/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

5 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2 TACOM-RI

JUN/1998

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-6591.

(END OF CLAUSE)

CONTINUATION SHEET	Reference No. of Document Be	Page 4 of 12							
CONTINUATION SHEET	PIIN/SIIN DAAE20-02-P-0329	MOD/AMD							
Name of Offeror or Contractor: General Dynamics Land Systems inc									

(AS7502)

Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-P-0329 MOD/AMD

Page 5 **of** 12

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	Supplies or Services and Prices/Costs				
0001AA	PRODUCTION QUANTITY	19	EA	\$ 83.95000	\$1,595.05
		19	EA	\$ 83.95000	\$\$

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-02-P-0329

MOD/AMD

Page 6 **of** 12

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC

For Local Clauses See: https://aais.ria.army.mil

6 252.225-7008

SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY

MAR/1998

DFARS

In accordance with paragraph (b)of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act-Trade Agreements-Balance of Payments Program clause or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

NONE

(BA6701)

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-02-P-0329

MOD/AMD

Page 7 **of** 12

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC

PACKAGING AND MARKING

For Local Clauses See: https://aais.ria.army.mil

7 52.211-4503 PACKAGING REQUIREMENTS (COMMERCIAL)

FEB/2000

- a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.
 - b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL Level of Packing: COMMERCIAL Quantity Per Unit Package: 001

Quantity of Unit Packages Per Intermediate Container: SEE PARAGRAPH 3

- (1) Packaging Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:
- (i) Cleanliness Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.
- (ii) Preservation Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.
- (iii) Cushioning Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package:

- (i) Unit Package A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.
- (ii) Unit Package Quantity Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.

(3) Intermediate Package:

(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(4) Packing:

- (i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.
- (ii) Shipping Containers The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.
- c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-02-P-0329

MOD/AMD

Page 8 of 12

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC

d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 MAY 97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

- e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.
- f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.
 - g. SUPPLEMENTAL INSTRUCTIONS: N/A

(End of clause)

(DS6413)

INSPECTION AND ACCEPTANCE

For Local Clauses See: https://aais.ria.army.mil

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

DELIVERIES OR PERFORMANCE

For Local Clauses See: https://aais.ria.army.mil

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acg.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

8 52.242-17 GOVERNMENT DELAY OF WORK APR/1984

CONTINUATION SHEET		Reference No. of Document Being Continued						Page 9 of 12			
CONTINUATION SHEET				PIIN/SIIN DAAE20-02-P-0329			MC	DD/AMD			
Name	Name of Offeror or Contractor: General Dynamics land systems inc										
CONTRAC	CT ADMINISTRA	ATION DATA									
							JOB				
LINE	PRON/	OBLG					ORDER	ACCOUNT	ING	OBLIGATED	
<u>ITEM</u>	AMS CD	ACRN STAT	ACCOUNTING	CLASSIFICATION			NUMBER	STATION		AMOUNT	
0001AA	M121D032M1	AA 2	97 X4930A	C6G 6D	26FB	S11116		W52H09	\$	1,595.05	
07	70011JWSE1										
								TOTAL	\$	1,595.05	
SERVICE	3						ACC	COUNTING		OBLIGATED	
NAME		AL BY ACRN	ACCOUNTING	CLASSIFICATION			STA	ATION		AMOUNT	
Army		AA	97 X4930A	C6G 6D	26FB	S11116	W52	2H09	\$ _	1,595.05	
								TOTAL	\$	1,595.05	

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-02-P-0329

MOD/AMD

Page 10 of 12

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC

SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: https://aais.ria.army.mil

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

> www.acq.osd.mil/dp/dars http://www.arnet.gov/far/ or

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

- 52.246-4500 MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) TACOM-RI

NOV/2001

- (a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.
- (b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is toppc@ria.army.mil. The data fax number for submission is 309-782-0713, ATTN: Connie Topp.
- (c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service: N/A

(End of Clause)

(HS6510)

10 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION TACOM-RI

MAY/1993

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this

Shipped From:	
For contracts involving F.O.B. Origi	n shipments furnish the following rail information:
Does Shipping Point have a private r	ailroad siding? YES NO
If YES, give name of rail carrier se	rving it:
If NO, give name and address of near	est rail freight station and carrier serving it:

Rail Freight Station Name and Address: __

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-02-P-0329

MOD/AMD

Page 11 of 12

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC

Serving Carrier: _

(End of Clause)

(HS7600)

CONTRACT CLAUSES

For Local Clauses See: https://aais.ria.army.mil

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
13	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
14	52.232-1	PAYMENTS	APR/1984
15	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
16	52.232-11	EXTRAS	APR/1984
17	52.232-25	PROMPT PAYMENT	FEB/2002
18	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR	MAY/1999
		REGISTRATION	
19	52.233-1	DISPUTES	DEC/1998
20	52.233-3	PROTEST AFTER AWARD	AUG/1996
21	52.243-1	CHANGES - FIXED PRICE	AUG/1987
22	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY/2002
23	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
24	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		
25	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
	DFARS		
26	252.225-7009	DUTY-FREE ENTRYQUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND	AUG/2000
	DFARS	COMPONENTS)	
27	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
	DFARS		
28	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
	DFARS		
29	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
30	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
	DFARS		
31	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
32	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
	DFARS		
33	52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	APR/1984

⁽a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of $\mbox{''}(\mbox{DEVIATION})\mbox{''}$ after the date of the clause.

⁽b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

CONTINUATION SHEET	Reference No. of Document Be	Page 12 of 12						
CONTINUATION SHEET	PIIN/SIIN DAAE20-02-P-0329	MOD/AMD						
Name of Offeror or Contractor: General Dynamics Land Systems inc								

(IF7016)